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RESOLUTION NO. 148-84

BLUE RIDGE SEWER IMPROVEMENT DISTRICT
ASSESSMENT AREA 3A-1

RESOLUTION AUTHORIZING EXECUTION OF 1984 AGREEMENT WITH
PINETOP-LAKESIDE SANITARY DISTRICT TO ACQUIRE COLLECTOR
SEWER SYSTEM

WHEREAS, in order to enhance the salability of the bonds of the Blue Ridge Sewer Improvement District for the Assessment Area 3A-1 project, it is necessary that the Blue Ridge Sewer Improvement District enter into an agreement with the Pinetop-Lakeside Sanitary District whereby the Pinetop-Lakeside Sanitary District would acquire the sewers from the Blue Ridge Sewer Improvement District; and

WHEREAS, the Pinetop-Lakeside Sanitary District has presented an agreement to acquire the collector sewer system constructed within Assessment Area 3A-1.

THEREFORE, BE IT RESOLVED THAT:

The Chairman of the Board of Directors of the Blue Ridge Sewer Improvement District is hereby authorized, on behalf of the District, to execute the 1984 Agreement to Acquire the Collector Sewer System presented by the Pinetop-Lakeside Sanitary District.

ADOPTED this 14th day of August, 1984.


Chairman

ATTEST:


Clerk

1984 AGREEMENT TO ACQUIRE COLLECTOR SEWER SYSTEM

This agreement made and entered into this _____ day of _____, 1984, by and between the Blue Ridge Sewer Improvement District, Navajo County, Arizona, (hereinafter BRSID) and the Pinetop Lakeside Sanitary District, Navajo County, Arizona, a municipal corporation (hereinafter PLSD).

Whereas, the BRSID is about to construct a collector sewer system, including sewer lines, manholes, pump stations, force mains and laterals (hereinafter referred to as "collector sewer system") within the boundaries of an area within the district known as Assessment Area 3A-1 (hereinafter AA 3A-1); and

Whereas, said collector sewer system will be tributary to and connect to the central interceptor sewer of PLSD; and

WHEREAS the parties are desirous of entering into an agreement setting forth their rights and responsibilities regarding the acquisition, operation and maintenance of the AA 3A-1 collector sewers by PLSD; and

Whereas, the BRSID pursuant to the terms and conditions of A.R.S. Sec. 11-701 et seq., and PLSD pursuant to the terms and conditions of A.R.S. Sec. 36-1301 et seq. have the power to enter into this agreement for the acquisition of the AA 3A-1 collector sewer by PLSD from BRSID.

THEREFORE, THE PARTIES HEREBY STIPULATE, COVENANT AND AGREE:

1. ACQUISITION OF COLLECTOR SEWERS. Upon the completion of construction and subject to the lien of all bonds issued by BRSID on behalf of AA 3A-1 for the construction of the collector sewer system within AA 3A-1, BRSID shall deed the sewer system to PLSD. PLSD shall pay for the sewer system by transferring to BRSID certain promissory notes which are secured by liens upon or encumbrances against certain real property within the boundaries of PLSD, said notes, liens or encumbrances arising out of sewer connection agreements between the PLSD and owners of property adjoining the interceptor sewer owned and operated by PLSD. These promissory notes shall have a combined face value of \$ 783,005., and shall generate as a minimum an annual income of \$ 91,300. per year. This transfer of notes, liens and encumbrances shall be in the form of an assignment of the same and shall occur within ten days of the execution of this document by all parties. Contemporaneous with the payment of all principal and interest and the retirement of all maturities of the bonds of BRSID issued for Assessment Area 3A-1, BRSID shall assign any and all notes, liens and encumbrances received by it from PLSD pursuant to this agreement to PLSD. The form of the assignment and the re-assignment shall be approved by all parties to this agreement and the bond attorney for BRSID.

2. OPERATION AND MAINTENANCE. The PLSD shall operate and maintain the collector sewer system located within AA 3A-1. In consideration of PLSD operating and maintaining said sewer system BRSID hereby agrees to assign to PLSD the right to collect all income and payments arising out of the notes, liens or encumbrances assigned by PLSD to BRSID in accordance with this agreement, in excess of any amounts needed by BRSID to make timely principal and interest payments on the bonds issued by the District for AA 3A-1 to construct the collector sewer system.

3. ANNUAL ASSESSMENT INSTALLMENTS AND ENFORCEMENT OF REMEDIES. BRSID agrees that it shall levy against each parcel of property within AA 3A-1 which has not paid its assessment in full an amount equal to the pro rata share of the total annual assessment installment required to be collected each year to make the principal and interest payments on all the outstanding bonds issued by BRSID to construct the collector sewer system referred to herein within AA 3A-1. BRSID further agrees that in the event of a default in the timely payment of any annual assessment installment by the owner of any parcel of property so assessed, the Board of Directors of the BRSID, as well as the Board of Supervisors of Navajo County will by or before the first day of the month following the date upon which the annual assessment installment, or portion thereof, becomes due, shall commence a proceeding pursuant to A.R.S. Sec. 35-481 et seq., and order the Summary Sale of the property upon which there are any delinquent annual assessment installments, or portions thereof.

If for any reasons the method of Summary Sale is not used, the Board of Directors of the BRSID and the Board of Supervisors of Navajo County shall in lieu of the summary sale proceedings described above, exercise the remedies of judicial foreclosure of the lien of the BRSID Bond, exercise the remedies set forth in Title 11, Chapter 5, Article 1.2 of the Arizona Revised Statutes or exercise the remedies set forth in Title 42, Chapter 2, Article 6, Arizona Revised Statutes, for sale of property for delinquent taxes using said remedies in the order set forth herein.

4. MONITORING. BRSID will provide to PLSD each month complete information indicating the status of the collection of all annual assessment installments. PLSD shall, through its agents and employees, attempt to encourage those delinquent annual assessment installments payors to pay their assessment installments.

5. SURPLUS MONIES. Each year, on or about July 1, the BRSID shall provide to PLSD an accounting showing how much was collected in annual assessment installments the preceeding fiscal year, and how much was collected in annual assessment installments of previous years. BRSID shall then refund to PLSD the amount of surplus receipts in annual assessment installments equal to the amount retained by BRSID in accordance with paragraph 3 herein of payments received on the notes, liens or encumbrances herein assigned by PLSD to BRSID plus interest on all amounts at the rate charged by BRSID and Navajo County on all delinquent annual assessment installments. Upon completion of the project and the retirement of all bonds of BRSID issued for the project constructed within AA 3A-1, any surplus funds remaining in the account of AA 3A-1 which need not be returned to those persons who have paid their assessments in accordance with A.R.S. Sec. 11-761.02G, shall be paid to PLSD.

6. EASEMENTS. Upon the completion of construction of the collector sewer systems within AA 3A-1, BRSID shall provide to PLSD "as built" plans for the collector sewer system and a certificate, in a form approved by PLSD, stating that the entire collector sewer system is located within rights of way, either public, or expressly granted for the collector sewer system, and copies of all recorded easements acquired for the collector sewer system.

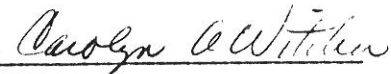
7. ENFORCEABILITY. This agreement shall be binding upon the successors and assigns of the parties to it and shall be construed in accordance with the laws of the State of Arizona.

In witness whereof the parties have executed this agreement, each in accordance with a resolution of the governing body on the day and year first above written.

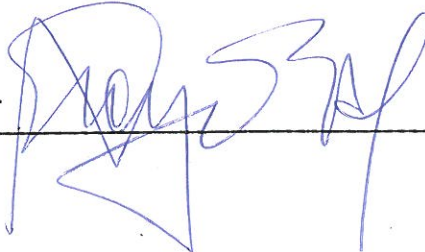
PINETOP-LAKESIDE SANITARY DISTRICT

By: 

ATTEST:



BLUE RIDGE SEWER IMPROVEMENT DISTRICT

By: 

ATTEST:

